

JOINT USE/VENTURE PROJECT
COOPERATIVE AGREEMENT

1. This Joint Use/Venture Project Cooperative Agreement (“Agreement”) is entered into by the City of Oxnard (“City”) on behalf of the Oxnard Public Library (“Library”) and the Ocean View School District (“District”). This Agreement is for a joint use/venture project for providing family literacy to students and parents in the District beginning July 1, 2006.
2. District and Library agree that family literacy programs will be provided by a team of staff members from the District and the proposed South Oxnard Branch Library (“Branch Library”) located at 4300 Saviers Road as well as trained volunteer tutors.
3. Today 25% of the adults in the Branch Library service area do not have a high school education. Forty percent of households in this area are linguistically isolated [household members five years and older having little or no English language skills], and some parents in this area received almost no formal education in the United States or in their native countries. In the Branch Library service area, many parents often from rural areas in Mexico have less than three years of formal education. Because their own English language skills are limited, these parents have difficulty helping their children with their studies.
4. In surveys taken, 68% of parents, students, and teachers in the District expressed the need for Internet access, 60% indicated a need for computer classes, 50.1% requested a homework help center, and 46% want a quiet study area.
5. District and Library will provide migrant kindergarten and first grade students and their parents with family literacy programming during the Migrant Summer Library Program (“Program”). Many of the migrant students attend summer school because they need remedial assistance. The Program is targeted to help bridge the gap and to foster retention over the summer months.
6. This Program will include several aspects based on the Families for Literacy (FFL) model:
 - a. Branch Library librarians will provide bilingual family story times once a week at the Branch Library. These story times include activities such as story reading, story telling, finger plays, songs, word games, creative dramatics, puppetry and crafts that foster reading and the enjoyment of literature, both as children read by themselves and as parents read with their children.
 - b. Students will visit the Branch Library one day a week for library programs and group literacy activities.
 - c. Parents will receive training by teachers how to read to their children.
 - d. The following activities will occur year-round:

- 1) Parents will have access to adult literacy and ESL (English as a Second Language) tutoring at the Branch Library. Tutoring will be provided in one-on-one and small group settings to help parents improve their reading, writing, speaking, and basic problem-solving skills.
 - 2) Parents will receive instruction from Branch Library staff in selecting books of lasting value for their children, in literature appreciation and how to model it with their children, and in read-aloud skills.
 - 3) Collaborative District activities will encourage parent, teacher, and student participation through library card drives, teacher orientation and so forth.
 - 4) Computer-based literacy instruction will be available to students and parents in the Branch Library computer lab.
 - 5) Teachers will encourage students to use materials in the Branch Library and computer lab especially programs like the accelerative reader software program that is individualized, successful, and proven to motivate students to read more books at their grade level.
- 7.
- a. Branch Library hours available for District students will be scheduled during the school day as needed, and Wednesday from 9:00 a.m.–11:00 a.m. will be designated for migrant students. Summer months are very busy for migrant parents, and evening and Saturday morning hours will be reserved for migrant students and their parents.
 - b. The Homework and Literacy Center in the Branch Library afternoon hours will be Monday–Thursday, 4:00 p.m.–7:00 p.m. The public will use the Branch Library Monday–Thursday 10:00 a.m. until 10:00 p.m., Friday and Saturday 10:00 a.m.–5:00 p.m.
8. Staff of Branch Library

City staff

<u>Number</u>	<u>Classification</u>
1	Children’s Librarian
3	Homework Help Teacher/Assistants

District staff

<u>Number</u>	<u>Classification</u>
1	Migrant Education Teacher
1	Bus Driver
1	Teacher (Trainer)

The Library will hire staff to work in the Homework and Literacy Center at the Branch Library with funds provided by the Oxnard Public Library Development Corporation

(Foundation) to work twelve hours a week throughout the year. Staff may include teachers, librarians, parents, and students excelling in literacy skills.

9. Student peer volunteers will be recruited and used to tutor students in lower grades. Adult volunteers will also be recruited for tutoring adults one-on-one.
10. Homework/literacy will be provided in the proposed Branch Library Homework and Literacy Center and Computer Lab. The conceptual plan includes a Computer Lab with thirty computers for classroom instruction, homework center, and small study rooms for small group instruction.
11. The proposed Branch Library will be owned by the City including the site, the 23,000 square-foot facility, all furnishings, equipment, and library materials. The District will retain ownership of all textbooks located in the Homework and Literacy Center.
12.
 - a. City funds will be provided from the City's general fund budget.
 - b. District in-kind funds will be provided from the Migrant Education Program, general fund and other categorical funds in the estimated amount of \$8,000.
13. The Library Director or designee is responsible for facility operation, maintenance and management. Regular meetings will be held with District personnel quarterly, and services will be evaluated annually beginning June 2007.
14. Library and District administrators will review this Agreement annually beginning June 2007. Service programs will be modified to meet the needs of K-8 students. Programming needs will be evaluated and modified for relevancy throughout the terms of this Agreement. Program review will include input from Library and District staff, teachers, tutors, students, and parents.
15.
 - a. The Field Act is applicable for this project (Education Code Sections 16700 and 81130). The Field Act, among other things, requires that buildings that house students and teachers meet certain specific standards for seismic activities, hurricane force winds, and other safety requirements.
 - b. Migrant education classes with up to 32 students and a teacher will visit the proposed Branch Library during their regularly scheduled summer school day.
16. District and City are committed to providing joint use library services consistent with the intent of the Agreement for 20 years.

17. The City and the District acknowledge and incorporate Education Code Section 19999 and Section 20440 (e) (3) (G) of these regulations which require the provision of public library direct services for 40 years.
18.
 - a. District agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf would be held strictly liable.
 - b. City agrees to indemnify, hold harmless and defend District, and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on City's behalf would be held strictly liable.
19. District, Library and City agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

OCEAN VIEW SCHOOL DISTRICT

Edmund F. Sotelo
City Manager

Dr. Nancy J. Carroll
Superintendent

APPROVED AS TO FORM:

Gary L. Gillig
City Attorney

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5/23/02